

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

§  
§  
§  
§

Claim No: 1998A12422

vs.

Johnnie U. O'Neal

<b>COMPLAINT</b>
------------------

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 1981 W. McNichols Road Apartment C309, Highland Park, Michigan 48203.

**The Debt**

3. The debt owed the USA is as follows:

A. Current Principal ( <i>after application of all prior payments, credits, and offsets</i> )	\$3,065.63
B. Current Capitalized Interest Balance and Accrued Interest	\$3,506.43
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied ( <i>Debtor payments, credits, and offsets</i> )	\$340.91

E. Attorneys fees	\$0.00
<b>Total Owed</b>	<b>\$6,572.06</b>

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
28366 Franklin Road  
Southfield, Michigan 48034  
(248) 352-4340  
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS

Name: Johnnie U. O'Neal  
Address: 1671 W. Buena Vista St.  
Detroit, MI 48238

S:

Total debt due United States as of 11/24/97: \$ 3,321.81

I certify that Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$ 3,065.63 from 11/24/97 at the annual rate of 8%. Interest accrues on the principal amount of this debt at the rate of \$ .67 per day.

The claim arose in connection with a Government insured or guaranteed loan(s) made by a private lender and assigned to the United States.

On 10/27/89 & 03/27/90 the debtor executed promissory note(s) to secure loan(s) from Farmers & Merchants Bank under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et.seq (34 C.F.R. Part 682). The holder demanded payment according to the terms of the notes(s) and on 05/23/91 the debtor defaulted on the obligation.

Pursuant to 34 C.F.R. 682.202 and/or terms of the promissory note(s) the holder(s) capitalized interest accrued to the original lender in the amount of \$ 296.68 thereby increasing the principal balance due to \$ 4,910.17.

After application of the last voluntary payment of \$ 32.49 which was received on 09/12/97 the debtor now owes the following:

Principal:	\$ 3,065.63
Interest:	\$ 256.18
Administrative/Collection Costs:	\$ 0.00
Penalties:	\$ 0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

11/26/97  
(Date)

James Kenev  
Loan Analyst  
Litigation Branch

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK - PRESS FIRMLY OR TYPE)

1. NAME (NO NICKNAMES) LAST <u>O'Neal</u> FIRST <u>Johnnie</u> MI <u>U</u>		2. SOCIAL SECURITY NUMBER		3. WHEN WERE YOU BORN?	
4. PERMANENT ADDRESS <u>356 E. Grand Blvd #407</u> CITY <u>Detroit</u> STATE <u>Mich</u> ZIP <u>48207</u>				5. PERMANENT HOME PHONE <u>(313) 571-7513</u>	
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) 1 <input checked="" type="checkbox"/> U.S. CITIZEN OR NATIONAL 2 <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		7. PERMANENT RESIDENT OF WHICH STATE <u>Mi</u>		8a. DRIVER LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE, PRINT)	
9. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>Same as above</u>		11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP BOOKLET <u>CT</u>		12. LOAN AMOUNT REQUESTED <u>\$ 2625.00</u>	
10. PHONE AT SCHOOL ADDRESS <u>(313) 552-6613</u>		13. LOAN PERIOD FROM <u>11</u> MO <u>89</u> YR TO <u>3</u> MO <u>90</u> YR		14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO	
15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input type="checkbox"/> YES (GO TO 15b) <input checked="" type="checkbox"/> NO (GO TO 20a)		15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS \$			
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL \$		17. GRADE LEVEL OF MOST RECENT PRIOR GSL; SEE INSTRUCTIONS IN APP BOOKLET		18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL MO DAY YR	
19. INTEREST RATE OF MOST RECENT PRIOR GSL <input type="checkbox"/> 7% <input type="checkbox"/> 8% <input type="checkbox"/> 9%		REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)			
20a. NAME <u>Gloria McCray</u> STREET <u>13369 Gable</u> CITY, STATE, ZIP <u>Det Mi</u> PHC		20b. NAME <u>Sylvia Matthews</u> STREET <u>4300 Somerset</u> CITY, STATE, ZIP <u>Det Mi</u>		20c. NAME <u>Gloria Coleman</u> STREET <u>3551 Helen</u> CITY, STATE, ZIP <u>Det Mi</u>	

NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note.  
PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note.  
I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) <u>Johnnie O'Neal</u>				21b. DATE BORROWER SIGNED MO <u>10</u> DAY <u>27</u> YR <u>89</u>	
SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER DO NOT WRITE IN SECTIONS BELOW)					
22. NAME OF SCHOOL <u>Career Development Institute</u>				24. PHONE <u>(313) 552-6613</u>	
23. ADDRESS (STREET, CITY, STATE, ZIP) <u>21700 Northwestern Hwy, Southfield Mi, 48075</u>				25. SCHOOL CODE <u>008432</u>	
26. SCHOOL BRANCH <u>0000</u>				27. 28. PERIOD LOAN WILL COVER FROM MO DAY YR TO MO DAY YR <u>11</u> <u>13</u> <u>89</u> <u>3</u> <u>27</u> <u>90</u>	
29. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP. UNDERGRAD. GRAD. <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10		30. ANTICIPATED GRADUATION DATE MO DAY YR <u>8</u> <u>17</u> <u>90</u>		31. STUDENT STATUS (CHECK ONE) <input type="checkbox"/> DEPENDENT <input checked="" type="checkbox"/> INDEPENDENT	
32. ADJUSTED GROSS INCOME (AGI) \$ <u>5,347</u>		33. COST OF ATTENDANCE FOR LOAN PERIOD \$ <u>7,151</u>		34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD \$ <u>2300</u>	
35. EXPECTED FAMILY CONTRIBUTION (EFC) \$ <u>7</u>		36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM \$ <u>4,844</u>		37. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO DAY YR <u>12</u> <u>28</u> <u>89</u> 2ND DISB. MO DAY YR 3RD DISB. MO DAY YR	
38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		40. SCHOOL USE ONLY	

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.		41a. SIGNATURE OF SCHOOL OFFICIAL <u>Liddie Kennedy</u>		41b. DATE MO <u>12</u> DAY <u>15</u> YR <u>89</u>	
41c. PRINT NAME AND TITLE <u>Liddie Kennedy, Mgr. of Ad</u>		42. NAME OF LENDER <u>First Amer Savings</u>		43. ADDRESS (STREET, BUILDING) <u>240 W. 4th</u>	
44. CITY, STATE, ZIP <u>COLBY, KS 67701</u>		45. BRANCH CODE <u>(913) 462-3321</u>		46. MO DAY YR \$ AMOUNT	
50. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		51. LENDER ACCOUNT NUMBER <u>Lender Code #804488</u>		47. 48. LOAN DISBURSEMENTS MO DAY YR \$ AMOUNT <u>01</u> <u>30</u> <u>90</u> <u>2625</u>	
49. TOTAL LOAN AMOUNT APPROVED \$ <u>2625.00</u>		52. SIGNATURE OF LENDING OFFICIAL <u>Mary Bates</u>		53. DATE SIGNED MO <u>01</u> DAY <u>23</u> YR <u>90</u>	

SECTION D - TO BE COMPLETED BY HEAF

54. HEAF USE ONLY		55. PROMISSORY NOTE STATUS	
56. SIGNATURE OF LENDING OFFICIAL <u>Mary Bates - SHC</u>		57. PRINT NAME AND TITLE <u>Mary Bates - SHC</u>	

## 4. DEFAULT

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:
  - a) no defense of any party is good against the undersigned; and
  - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
3. Acknowledges that:
  - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
  - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

SIGNATURE	
X <i>J. McLaughlin</i>	
TITLE	DATE
<i>Claims Analyst</i>	<i>12-18-91</i>

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# SCHOOL CERTIFICATION

[illegible]

### E. REPAYMENT

the amount of such a penalty, if imposed, shall be the same as for any other such penalty. The amount of such a penalty, if imposed, shall be the same as for any other such penalty. The amount of any such penalty shall be computed by the same method by which the amount of any such penalty is computed.

SECTION A - TO BE COMPLETED BY BORROWER (PRINT IN INK, PRESS FIRMLY, OR TYPE)

1. NAME AND NICKNAMES LAST <u>O'Neal</u> FIRST <u>Johnnie</u> M.I. <u>M</u>		2. SOCIAL SECURITY NUMBER <u>031-430-476010</u>		3. WHEN WERE YOU BORN? <u>7</u>	
4. PERMANENT ADDRESS <u>356 E Grand Blvd #407</u> CITY <u>Detroit</u> STATE <u>MI</u> ZIP <u>48207</u>				5. PERMANENT HOME PHONE <u>(313) 571-7513</u>	
6. U.S. CITIZENSHIP STATUS (CHECK 1 OR 2) 1 <input checked="" type="checkbox"/> U.S. CITIZEN OR NATIONAL 2 <input type="checkbox"/> PERMANENT RESIDENT OR OTHER ELIGIBLE ALIEN		ALIEN ID NUMBER IF APPLICABLE		7. PERMANENT RESIDENT OF WHICH STATE? <u>MI</u>	
8. ADDRESS OF BORROWER WHILE IN SCHOOL (STREET, CITY, STATE, ZIP) <u>Same as above</u>		9. ADVISED LICENSE NUMBER (IF YOU DO NOT HAVE A LICENSE)		8b. STATE IN WHICH LICENSE ISSUED <u>MI</u>	
10. PHONE AT SCHOOL ADDRESS <u>(313) 550-2661</u>		11. MAJOR COURSE OF STUDY, SEE CODES IN INSTRUCTIONS IN APP BOOKLET <u>Computer Technology</u>		12. LOAN AMOUNT REQUESTED <u>\$ 2265.00</u>	
13. LOAN PERIOD FROM <u>3</u> <u>90</u> TO <u>8</u> <u>90</u>		14. HAVE YOU EVER DEFAULTED ON A GSL, SLS (ALAS), PLUS, PERKINS, CONSOLIDATED, OR INCOME CONTINGENT LOAN? <input type="checkbox"/> YES (GIVE DETAILS ON SEPARATE SHEET) <input checked="" type="checkbox"/> NO			
15a. DO YOU HAVE ANY PRIOR UNPAID GSL LOANS? <input checked="" type="checkbox"/> YES (GO TO 15b) <input type="checkbox"/> NO (GO TO 20a)		15b. IF YES, TOTAL UNPAID BALANCE OF GSL LOANS <u>\$ 2625</u>			
16. UNPAID PRINCIPAL BALANCE OF MOST RECENT PRIOR GSL <u>\$ 2625</u>		17. GRADE LEVEL OF MOST RECENT PRIOR GSL; SEE INSTRUCTIONS IN APP BOOKLET <u>one</u>		18. LOAN PERIOD START DATE OF MOST RECENT PRIOR GSL MO <u>11</u> DAY <u>13</u> YR <u>89</u>	
19. INTEREST RATE OF MOST RECENT PRIOR GSL <input type="checkbox"/> 7% <input checked="" type="checkbox"/> 8% <input type="checkbox"/> 9%					
REFERENCES (YOU MUST PROVIDE THREE DIFFERENT NAMES, WITH DIFFERENT U.S. ADDRESSES AND PHONE NUMBERS)					
20a. NAME <u>Glacia M. Gray</u> STREET <u>3624 Goble</u> CITY, STATE, ZIP <u>MI</u>		20b. NAME <u>Sylvia Matthews</u> STREET <u>4320 Somerset</u> CITY, STATE, ZIP <u>Det, MI</u>		20c. NAME <u>Gloria Coleman</u> STREET <u>5531 Helen</u> CITY, STATE, ZIP <u>Det, MI</u>	

NOTICE TO BORROWER: You agree that the lender identified in Section C is the lender you have chosen. You must read the additional Promissory Note terms and the Borrower's Certification on the reverse side before signing this Promissory Note. PROMISE TO PAY: I promise to pay to the order of my lender the entire Loan Amount Requested shown above, to the extent that it is advanced to me, including the Guarantee Fee and the Origination Fee and Interest of the unpaid principal balance, subject to the terms and conditions described on the reverse side of this Promissory Note and to the terms and conditions contained in the Disclosure Statement that will be provided to me no later than the time of the first disbursement of this loan. I have read, I understand, and I agree to the Borrower's Certification on the reverse side of this Promissory Note. I understand that this is a Promissory Note. I will not sign it before reading all of its provisions, even if otherwise advised. I am entitled to a copy of this Promissory Note. By signing this Promissory Note I acknowledge that I have received an exact copy of it.

21a. SIGNATURE OF BORROWER (APPLICATION CANNOT BE PROCESSED WITHOUT SIGNATURE) <u>Johnnie O'Neal</u>	21b. DATE BORROWER SIGNED MO <u>3</u> DAY <u>27</u> YR <u>90</u>
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SECTION B - TO BE COMPLETED BY SCHOOL (BORROWER: DO NOT WRITE IN SECTIONS BELOW)

22. NAME OF SCHOOL <u>CSI Career Development Institute</u>		24. PHONE <u>(313) 55666613</u>		25. SCHOOL CODE <u>008432</u>	
23. ADDRESS (STREET, CITY, STATE, ZIP) <u>2100 Northwestern Hwy, Southfield, MI 48075</u>		26. SCHOOL BRANCH <u>0000</u>			
27. PERIOD LOAN WILL COVER FROM MO <u>3</u> DAY <u>28</u> YR <u>90</u> TO MO <u>8</u> DAY <u>17</u> YR <u>90</u>		29. STUDENT'S GRADE LEVEL (CHECK ONE) CORRESP <input type="checkbox"/> UNDERGRAD <input checked="" type="checkbox"/> GRAD <input type="checkbox"/>		30. ANTICIPATED GRADUATION DATE MO <u>8</u> DAY <u>17</u> YR <u>90</u>	
32. ADJUSTED GROSS INCOME (AGI) <u>\$ 5341</u>		33. COST OF ATTENDANCE FOR LOAN PERIOD <u>\$ 5720</u>		34. ESTIMATED FINANCIAL AID FOR LOAN PERIOD <u>\$ 0</u>	
35. EXPECTED FAMILY CONTRIBUTION (EFC) <u>\$ 5</u>		36. DIFFERENCE (ITEM 33 LESS ITEMS 34 AND 35) OR LEGAL MAXIMUM <u>\$ 5115</u>			
37. SUGGESTED DISBURSEMENT DATES 1ST DISB. MO <u>4</u> DAY <u>13</u> YR <u>90</u> 2ND DISB. MO <u>6</u> DAY <u>15</u> YR <u>90</u> 3RD DISB. MO DAY YR		38. DO SUGGESTED DISBURSEMENT DATES CORRESPOND TO SCHOOL TERMS? YES <input type="checkbox"/> NO <input type="checkbox"/>		39. WILL THE STUDENT ATTEND A FOREIGN SCHOOL? YES <input type="checkbox"/> NO <input type="checkbox"/>	
40. SCHOOL USE ONLY		41. SIGNATURE OF SCHOOL OFFICIAL <u>Liddie Kennedy</u>			
41b. DATE MO <u>4</u> DAY <u>2</u> YR <u>90</u>		41c. PRINT NAME AND TITLE <u>Liddie Kennedy</u> <u>Mgr.</u>			

I HAVE READ, I UNDERSTAND, AND I AGREE TO THE TERMS OF THE SCHOOL CERTIFICATION PRINTED ON THE REVERSE SIDE OF THIS APPLICATION.

SECTION C - TO BE COMPLETED BY LENDER

42. NAME OF LENDER <u>FARMERS &amp; MERCHANTS BANK</u>		44. LENDER CODE <u>804483</u>		48. LOAN DISBURSEMENTS MO DAY YR \$ AMOUNT	
43. ADDRESS (STREET, BUILDING) <u>240 W. 4th St</u> <u>COLBY, KS 67701</u> <u>(913) 462-3321</u>		45. BRANCH CODE		49. TOTAL LOAN AMOUNT APPROVED <u>\$ 2265.00</u>	
CITY, STATE, ZIP <u>Lender Code #804-483</u>		46.			
50. IS THIS AN UNSUBSIDIZED LOAN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		51. LENDER ACCOUNT NUMBER		52. LENDER USE ONLY	
53a. SIGNATURE OF LENDING OFFICIAL <u>Kristi Terrell</u>		53b. DATE SIGNED MO <u>4</u> DAY <u>9</u> YR <u>90</u>		53c. PRINT NAME AND TITLE <u>Kristi Terrell, S.C.</u>	

SECTION D - TO BE COMPLETED BY HEAF

54. HEAF USE ONLY	55. PROMISSORY NOTE STATUS
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## APPENDIX

069 402408

[illegible]

## 4. DEFAULT

[illegible]

purpose of obtaining this loan.  
educational purposes.  
dated the application for the time identified as my loan.

3) drop to less than a half-time student, (b) change my  
4) change my permanent address.

in this 'can'.

amount of the loan, including interest, immediately due  
I may disclose to schools I have attended (or am currently

um all Twenty programs and any of the following federal financial opportunity Grant, College Work-Study, State new college National Direct Student Loan, Guaranteed Student Loans (GSL), PLUS loans, or Consolidation Loans; id in any Repayment and Default; in this Note;

including attorney's fees, that are permitted by federal se statute if this loan is returned for collection to an foreign Practices Act, I will pay collection costs not to id accrued interest. Declaring these amounts immedi- ily, which may do only after complying with appli- ily. Failure to exercise this option does not constitute a default under date;

it that be returned to pay HEAF all amounts owed.

1. If the late charge is due to a failure to provide all or part of a required document or if I fail to provide written evidence that verifies the statement made in the statement in this note. A late charge is late installment.

FIGURE 1

and its payment will be reported to one or more loan, the lender, holder or guaranty agency will also loans. This may significantly and adversely affect my or guaranty agency must notify me at least 30 days be disclosed to credit bureau organizations unless 30 days. The lender must provide a timely response to regarding objections I might raise with that organi- information reported about me

vs. the United States of America that the following information contained in my application for this my knowledge and belief and is made in good faith. I have my loan check(s) jointly payable to me and my mother under my refund which may be due me up to educational institution that I may attend at HEAF to hold for their agents, my renewed graduation status, prior loan history, current address, false agent, the educational institution at HEAF to make out or prior or subsequent lenders or holders, with HEAF also authorize the order, subsequent holder. I make request to the persons I have listed in my application my current address and telephone number, the educational institution, powers for the academic educational institution, and to the institution.

...and the one that cannot reasonably be attributed to the institution is that institution for the loan period of the student in the 2006 program and that I do not have any other information about the student, that I cannot give any information about the student's borrowing or the guarantee of student loan program. I am not sure if the student is under that

2025 RELEASE UNDER E.O. 14176

[illegible]

### 5. REPAYMENT

For the purpose of determining the amount of any such rebate, it will be assumed that the amount of the rebate was determined solely on the basis of the percentage of the rebate paid. The amount of any such rebate will be computed by the same method by which the rebate would have been computed.

33-4304-4305-4307 2-86

AFFIX TO BACK OF PROMISSORY NOTE

Pay to the order of Higher Education Assistance Foundation ("HEAF") without recourse, provided, however, notwithstanding this indorsement without recourse, the undersigned hereby expressly:

1. Warrants that:
  - a) no defense of any party is good against the undersigned; and
  - b) the undersigned is not in default under the terms of that certain Lender Agreement for Guarantee of Student loans with Federal Reinsurance ("Lender Agreement") between it and HEAF, in accordance with which payment of the indebtedness evidenced by this instrument was guaranteed by HEAF.
2. Disclaims the implied warranty that it has no knowledge of any insolvency proceeding instituted with respect to the maker of this instrument and instead warrants that to the extent it has knowledge of any such proceeding it has disclosed the same to HEAF, but no other implied warranties are hereby disclaimed.
3. Acknowledges that:
  - a) upon payment in full by HEAF of the claim submitted by the undersigned pursuant to the aforesaid Lender Agreement, HEAF will have discharged all of its obligations to the undersigned arising out of said Lender Agreement; and
  - b) notwithstanding payment by HEAF of the undersigned's claim and acceptance by HEAF of transfer of this instrument in consideration thereof, HEAF has not waived any rights that it may have against the undersigned pursuant to the terms of the aforesaid Lender Agreement.

**SIGNATURE**

x C. M. Langhorne

DATE \_\_\_\_\_

FILE  
Claims Analyst 12-18-91

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